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Loan No. xxxx7861/ Our File No. 10-04-5023-UT
Attorney for Secured Creditor
Washington Mutual Bank, FSB and any successors and/or assigns, Green Tree Servicing, LLC as
Servicer

UNITED STATES BANKRUPTCY COURT
DISTRICT OF UTAH

In re:

KENNETH ALAN RALPHS
CAMILLE C. RALPHS
Debtor(s)

CHAPTER 7
BANKRUPTCY NO.: 10-20934-RKM
DATE: May 19, 2010
TIME: 10:00 AM
RE: 1973 SKYLINE D17
VIN: 019412G

REPLY TO DEBTORS' RESPONSE TO MOTION FOR RELIEF

TO:	KENNETH ALAN RALPHS AND CAMILLE C. RALPHS, DEBTOR(S)
TO:	JACOB R. POWELL, ESQ., ATTORNEY FOR THE DEBTOR(S)
TO:	PHILLIP G. JONES TR., CHAPTER 7 TRUSTEE
TO:	ALL INTERESTED PARTIES
TO:	THE CLERK OF THE ABOVE-ENTITLED COURT

Secured Creditor, Washington Mutual Bank, FSB and any successors and/or assigns,
Green Tree Servicing, LLC as Servicer, hereby reply to the Debtors' response to Secured Creditor's
Motion for Relief from the Automatic Stay.

Debtors do not oppose the termination of the stay. The Court should terminate the
automatic stay for the reasons set forth in the motion for relief and because Debtors do not object.

Debtors object to an award of attorney fees to Secured Creditor for the filing of the
Motion for Relief on the basis that "there is no legal basis for collecting them." This is a
misrepresentation of the facts and law. The Debtors' contract with Secured Creditor entitles the
Secured Creditor to attorney fees. See Mobile Home Security Agreement, which is annexed to

1 Motion for Relief, at § 4(c)(v). See also Mobile Home Fixed Rate Note, which is annexed to Motion
2 for Relief, at § 6(E). The existence of a contract which allows for attorney fees after default justifies
3 an award of attorney fees here.

4 Debtors appear to be seeking sanctions under Rule 9011 because Secured Creditor
5 requested an attorney fees amount in the Motion for Relief. There is no basis for sanctions under
6 Rule 9011 because the contents of the Motion for Relief are and were accurate and accurately
7 represented to the Court. As stated above, the parties' contracts allow for an award of attorney fees.
8 Debtor's cite *In re Nair*, 320 B.R. 119, 121 (Bankr. S.D. Tex. 2004), in support of their request. The
9 cited case, *In re Nair*, was a chapter 13 case where the secured creditor sought to have its attorney
10 fees treated as a priority claim after relief from the stay was granted through an agreed-upon order.
11 Secured Creditor here is not seeking any such thing. The attorney fees amount set forth in the
12 Motion for Relief are allowed by the contract and support relief from the stay here.

13 Debtors also allege that the collateral which secured Secured Creditor's loan has been
14 disposed of with Secured Creditor's permission. No proof of said permission is provided with the
15 Response. It is unlikely that Secured Creditor would be seeking relief here had it given Debtors or
16 any other owner of the collateral permission to dispose of the collateral. Debtors seek sanctions
17 against counsel for Secured Creditor for seeking an award of attorney fees in a motion for relief on
18 under-secured claim. Not only are attorney fees allowed under the Parties' contract, but the claim
19 may not be secured at all because the collateral was apparently destroyed and then disposed of by
20 Debtors or their agents. The Court should grant the Motion for Relief.

21 Date: May 16, 2010

22 /s/ Aaron M. Waite, Esq.
23 Aaron M. Waite, Esq.
24 R. Samuel Ehlers, Esq.
25 THE COOPER CASTLE LAW FIRM
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